

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DONALD H. GARDNER P/K/A	:	
BLACKA NICE	:	
	:	07 cv 6535 (RJS)
Plaintiffs,	:	
	:	
v.	:	DEFENDANTS' RULE 26(A)(1)
	:	INITIAL DISCLOSURE STATEMENT
RAMON LUIS AYALA-RODRIGUEZ P/K/A	:	
DADDY YANKEE, EL CARTEL RECORDS, INC.,	:	
LOS CANGRIS PUBLISHING, MACHETE MUSIC,	:	
UNIVERSAL MUSIC DISTRIBUTION CORP.,	:	
UNIVERSAL MUSIC GROUP, VIDAL	:	
INVESTMENT, INC. AND VI MUSIC, INC.	:	
	:	
Defendants	:	
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Defendants, Ramon Luis Ayala, p/k/a "Daddy Yankee," El Cartel Records, Inc. and Los Cangris Publishing, by their attorney, Jonathan S. Pollack, Esq., hereby submits their Initial Disclosure Statement pursuant to Fed.R.Civ.P. 26(a)(1).

A. The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information:

- 1) Ramon Ayala, c/o Prado, Nunez and Associates, 403 Del Parque Street, 8<sup>th</sup> Floor, San Juan Puerto Rico. Telephone Number: (787) 977-1411.

- 2) Edwin Prado c/o Prado, Nunez and Associates, 403 Del Parque Street, 8<sup>th</sup> Floor, San Juan Puerto Rico. Telephone Number: (787) 977-1411.
- 3) A witness know to Defendants only as "Levy" whose information Defendants are researching.

B. A copy of, or a description by category and location of all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment:

- 1) At this time, counsel is unaware of any documents in its clients' possession which would be pertinent to defendants' case, but counsel is researching any e-mail or written correspondence between the parties in this regard.

C. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary materials not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered:

- 1) Contract Damages: Defendants have counterclaimed that Plaintiff has breach the oral agreement. Accordingly, defendants' measure of damages will,

without limitation, equal those monies the court deems fit to award Defendants for said breach; to wit, any legal fees and court costs.

- D. For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Not applicable.

RESPECTFULLY SUBMITTED this 12th day of June, 2008.

By: 

Jonathan S. Pollack (JP 9043)  
**Attorney at Law**  
240 Madison Avenue, 8<sup>th</sup> Floor  
New York, New York 10016  
Telephone: (212) 889-0761  
Facsimile: (212) 889-0279

Attorney for Defendants  
Ramon Luis Ayala,  
El Cartel Records, Inc.  
Los Cangris Publishing